

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

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|--|------------------------------------|---|
| 1. CONTRACT ID CODE | PAGE | OF PAGES |
| | 1 | 4 |
| 2. AMENDMENT/MODIFICATION NO Four (4) | 3. EFFECTIVE DATE July 31, 2001 | 4. REQUISITION/PURCHASE REQ NO. |
| 5. PROJECT NO (If applicable) | 6. ISSUED BY CODE | 7. ADMINISTERED BY (If other than Item 6) CODE |

FAA, MIKE MONRONEY AERONAUTICAL CENTER
CONTRACT MANAGEMENT TEAM AMQ-340
P O BOX 25082
OKLAHOMA CITY OK 73125-4929

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)

WASHINGTON CONSULTING GROUP
4915 AUBURN AVENUE, SUITE 301
BETHESDA, MD 20814

| | |
|-----|---|
| (X) | 9A. AMENDMENT OF SOLICITATION NO |
| | 9B. DATED (SEE ITEM 11) |
| X | 10A. MODIFICATION OF CONTRACT/ORDER DTFA-01-01-C-00015 |
| | 10B. DATED (SEE ITEM 13) January 30, 2001 |

CODE

FACILITY CODE

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

() The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers [] is extended, [] is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning [1] copy of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS,
IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

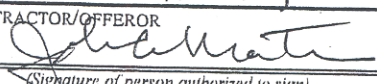
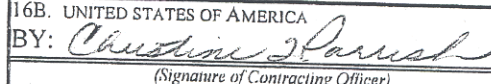
| | |
|-----|---|
| (X) | A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A. |
| | B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF AMS. |
| | C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: |
| | D. OTHER (Specify type of modification and authority) |
| X | Bilateral - Mutual Agreement of the Parties |
| E. | IMPORTANT: Contractor [] is not, [XX] is required to sign this document and return [3] copies to the issuing office. |

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

Contract DTFA-01-01-C-00015 is modified as follows:

See Pages 2 through 4 for Details of Changes

Except as provided herein, all terms and conditions of the document referenced in item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect

| | |
|---|---|
| 15A. NAME AND TITLE OF SIGNER (Type or print) JOHN A. MARTIN, CFO | 16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) CHRISTINE T. PARRISH Contracting Officer |
| 15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign) | 15C. DATE SIGNED 9/20/01 |
| 16B. UNITED STATES OF AMERICA BY:  (Signature of Contracting Officer) | 16C. DATE SIGNED SEP 24 2001 |

- I. This administrative contract modification sets forth changes to the following:
- a. Contract Number.
 - b. Clause 3.0, Applicable Orders, Directives, and Government Policy.
 - c. Clause C.4.5.6.1, Exceptions to Qualifications.
 - d. Clause C.4.7, Contractor Personnel Security Program.
 - e. Clause C.4.9.1, Annual Performance Evaluation.
 - f. Clause C.4.9.2, Periodic Performance Evaluations.
 - g. Clause C.4.9.5, Contractor Performance Deficiencies.
 - h. Clause 4.15.4, Evaluations By Students.
 - i. Appendix 1 to Section C, Scope of Work.
 - j. Clause G.1, Payment.
 - k. Clause G.2, Procedures for the Submission of Invoices.
 - l. Clause G.4, Method of Payment.
 - m. Clause G.14, Correspondence Procedures.
 - n. Clause H.7, Option to Extend the Term of the Contract – AMS 3.2.4-35.
 - o. Clause H.19, Employee Performance Deficiencies.
 - p. Clause H.21, Key Personnel and Facilities.
 - q. Clause H.25, Contractor Personnel Suitability Requirements – AMS 3.13-6
 - r. Section J, List of Attachments.
- II. Contract Number DTFA-01-01-C-00015 and all references thereto are hereby changed to DTFA-02-01-D-12553 due to the transfer of contract administration functions to Oklahoma City, Oklahoma.
- III. Pages 8 and 9 of Section C, Scope of Work, are deleted in their entirety and replaced with the attached Section C, Pages 8 and 9 - Modification Four. Section C.3.0, Applicable Orders, Directives, and Government Policy, is revised as follows:

DELETE

ADD

FAA Order 3120.25, Air Traffic Contract Training Requirements

FAA Order 1600.72, Contractor and Industrial Security Program

FAA Form 3120-1, Training and Proficiency Record

FAA Order 1600.73, Contractor and Industrial Security Program, Operating Procedures

FAA Form 3120-25, OJT Instruction/Evaluation Report

A vertical bar in the right hand column of the attached Section C, Pages 8 and 9 – Modification Four indicates the revisions.

- IV. Page 11 of Section C, Scope of Work, is deleted in its entirety and replaced with the attached Section C, Page 11 – Modification Four. Clause 4.5.6.1, Exceptions to Qualifications, is changed to identify the FAA personnel with approval authority for exceptions to qualifications. A vertical bar in the right hand column of the attached Section C, Pages 11 – Modification Four indicates the revision.
- V. Page 13 of Section C, Scope of Work, is deleted in its entirety and replaced with the attached Section C, Page 13 – Modification Four. Clause C.4.7, Contractor Personnel Security Program, is revised to add FAA Orders 1600.72 and 1600.73. FAA Order 1600.72, Contractor and Industrial Security Program, establishes policy, standards, criteria, and guidelines for security screening of contractor employees, formerly Appendix 9 of FAA Order 1600.1D. FAA Order 1600.73, Contractor and Industrial Security Program Operating Procedures, contains the procedures for implementing the policies governing the FAA's Contractor and Industrial Security Program.

The reference to FAA Order 3120.25 – Air Traffic Contract Training Administration in Clause 4.9.1, Annual Performance Evaluation, is deleted in its entirety. Since award of the contract, the FAA determined that the Order should be canceled to remove the duplication and any potential misunderstanding between the Order and the contract terms and conditions.

A vertical bar in the right hand column of the attached Section C, Page 13 – Modification Four indicates the revisions.

- VI. Page 14 of Section C, Scope of Work, is deleted in its entirety and replaced with the attached Section C, Page 14 – Modification Four. The specific form numbers (FAA Form 3120-27 and FAA Form 3120-28) identified in the fourth paragraph of Clause C.4.9.2 are deleted from the contract performance instructor evaluation documents. The evaluation documents are now identified as Attachment 12, Contract Instructor Review/Laboratory Instruction, and Attachment 13, Contract Instructor Review/Classroom Instruction. A vertical bar in the right hand column of the attached Section C, Page 14 – Modification Four indicates the revision.
- VII. Page 15 of Section C, Scope of Work, is deleted in its entirety and replaced with the attached Section C, Page 15 – Modification Four. In the first paragraph (top of page) FAA Form 3120-25, OJT Instruction/Evaluation Report, is deleted and replaced with Attachment 12, Contract Instructor Review/Classroom Instruction, and Attachment 13, Contract Instructor Review/Classroom Instruction. The instructions and performance definitions for completion of the performance reviews contained in Attachments 12 and 13 are found in Appendix 2 of FAA Order 3120.4. The second paragraph (from top of page), which references FAA Forms 3120-27 and 3120-28 and FAA Order 3120.25, Air Traffic Contract Training Administration, are deleted in their entirety. A vertical bar in the right hand column of the attached Section C, Page 15 – Modification Four indicates the revisions.
- VIII. Page 16 of Section C, Scope of Work, is deleted in its entirety and replaced with the attached Section C, Page 16 – Modification Four. References to FAA Forms 3120-27, 3120-28 and FAA Order 3120.25, Air Traffic Contract Training Administration, at the top of the page, are deleted in their entirety and reference to Section C.4.9.2 is added. A vertical bar in the right hand column of the attached Section C, Page 16 – Modification Four indicates the revision.
- IX. Page 19 of Section C, Scope of Work, is deleted in its entirety and replaced with the attached Section C, Page 19 – Modification Four. Clause 4.15.4, Evaluations by Students, is revised to identify the student critique form provided by the Government at contract award. A vertical bar in the right hand column of the attached Section C, Page 19 – Modification Four indicates the revision.
- X. Pages 1 through 3 of Appendix A to Section C, Scope of Work, are deleted in their entirety and replaced with attached Section C, Appendix 1, Pages 1 through 3 – Modification Four.

Pursuant to Section C.8.1.2.3 and Clause F.4 entitled “Place of Performance”, the Government elects to add the following list of established facilities and satellites under this contract. The Contractor shall commence services within thirty (30) days of receipt of the approved Transitional Implementation Plan (TIP) for the Potomac facility. Therefore, Appendix A of Section C is revised to include:

| | |
|----------------------------|---------------|
| Potomac TRACON (PCT) | Facility (F) |
| Los Angeles ATCT (ZLA-LAX) | Satellite (S) |
| San Juan ATCT (ZSU-SJU) | Satellite (S) |

The Houston TRACON is changed from a satellite to a stand-alone facility; therefore, Appendix A of Section C is revised to change the location identifier from ZHU-I90 to I90.

The location identifiers for all ZHU satellite facilities are changed to I90; therefore, Appendix A of Section C is revised accordingly.

A vertical bar in the right hand column of the attached Section C, Appendix 1, Pages 1 through 3 – Modification Four indicates the revisions.

- XI. Pages 1, 2 and 10 of Section G, Contract Administration Data, are deleted in their entirety and replaced with the attached Section G, Pages 1, 2 and 10 – Modification Four.

Clause G.1, Payment, “AFM-220” is deleted from the first sentence and replaced with “AMZ-110”.

Clause G.2, Procedures for the Submission of Invoices, is revised to change the distribution quantity of invoice originals and copies.

Clause G.4, Method of Payment, is revised to add the data required by Item 1 of the second paragraph, which was inadvertently omitted by Revision 3, dated July 18, 2001.

The routing symbol for the Contracting Officer listed in the Clause G.14, Correspondence Procedures, in the paragraph entitled Other correspondence, is changed from ASU-340 to AMQ-340.

A vertical bar in the right hand column of the attached Section G, Pages 1, 2 and 10 – Modification Four indicates the revisions.

- XII. Page 3 of Section H, Special Contract Requirements, is deleted in its entirety and replaced with attached Section H, Page 3 – Modification Four. In order to maintain uniformity among contract clauses, the last paragraph of Clause H.7, Option to Extend the Term of the Contract, is revised to include the extension of performance authorized by Clause H.6. A vertical bar in the right hand column of the attached Section H, Page 3 – Modification Four indicates the revision.
- XIII. Page 11 of Section H, Special Contract Requirements, is deleted in its entirety and replaced with attached Section H, Page 11 – Modification Four. Clause H.19, Employee Performance Deficiencies, is revised to reference performance evaluation forms, Section J, Attachments 12 and 13. A vertical bar in the right hand column of the attached Section H, Page 11 – Modification Four indicates the revision.
- XIV. Page 12 of Section H, Special Contract Requirements, is deleted in its entirety and replaced with attached Section H, Page 12 – Modification Four. Clause H.21, Key Personnel and Facilities, is updated to include additions and changes in key personnel under the contract. A vertical bar in the right hand column of the attached Section H, Page 12 – Modification Four indicates the revisions.
- XV. Pages 15 through 18 of Section H, Special Contract Requirements, are deleted in their entirety and replaced with attached Section H, Pages 15 through 18 – Modification Four. Clause H.25, Contractor Personnel Suitability Requirements – AMS 3.13-6, is revised to (a) change the Servicing Security Element from FAA Headquarters, Washington, D.C. to the Mike Monroney Aeronautical Center, Oklahoma City, Oklahoma, (b) upgrade the designated risk levels for positions under the contract, (c) modify the process for distribution of the monthly listing of all contract employees, and (d) delete all references to FAA Order 1600.1D and replace with FAA Order 1600.72. FAA Order 1600.72, Contractor and Industrial Security Program, establishes policy, standards, criteria, and guidelines for security screening of contractor employees whereas FAA Form 1600.1D recently amended, applies to the federal personnel program. A vertical bar in the right hand column of the attached Section H, Pages 15 through 18 – Modification Four indicates the revisions.
- XVI. Delete Page 1 of Section J, List of Attachments, and replace with the attached Section J, Page 1 – Modification Four.

The Student Critique Form shown as Attachment 04 is deleted and replaced with the form entitled “Student Critique of Air Traffic Instructional Services Contract Instruction, dated August 2001.

Pursuant to Section C.4.19.2, the Transitional Implementation Plan for the Potomac TRACON is incorporated by reference in Section J as Attachment 11 to the contract.

The contract instructor performance evaluation documents referenced in Section C, Clause 4.9.2, Periodic Performance Evaluations, were inadvertently omitted as attachments to the contract at time of award and are hereby added to Section J as Attachments 12 and 13.

Pursuant to Section C.4.19.2, the Transitional Implementation Plan for the Los Angeles ACTC and San Juan ATCT are incorporated by reference in Section J as Attachments 14 and 15 to the contract.

A vertical bar in the right hand column of the attached Section J, Page 1 – Modification Four indicates the revisions.
- XVII. The total estimated value of the contract remains unchanged.

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A (on page 1 of 1), as heretofore changed, remains unchanged and in full force and effect.

PART I - THE SCHEDULE
SECTION C – SCOPE OF WORK

Transition/ Initial Transition Period: The period following contract award when the Contractor will recruit and train instructors and all support staff. The end of the initial transition period is when all instructors and support staff have been recruited, certified where applicable, and the Contractor has fully assumed the requirements listed in this SOW. The transition process is identified in the Contractor's initial transition plan, which details the steps involved in the Contractor fully assuming the work identified in this SOW.

Transitional Implementation Plan (TIP): A plan provided by the Contractor to the Contracting Officer and authorized Contracting Officer's Technical Representative which outlines how the Contractor proposes to either; (1) phase into the assumption of some or all training functions within a FAA facility, in which training is currently accomplished by either Government or incumbent Contractor personnel, or (2) phase out of any or all training functions within a FAA facility in preparation for either Government personnel, or a new Contractor, to assume some or all training functions.

3.0 APPLICABLE ORDERS, DIRECTIVES, AND GOVERNMENT POLICY

Contractor personnel shall adhere to all policies and procedures established by the Government. Such policies and procedures include, but are not limited to those contained in the most current version of the documents listed below. Some of the listed documents may be viewed or downloaded from the following websites: <http://isweb.tasc.dot.gov/> and <http://www.ama500.jcchi.gov/>.

| | |
|------------------------------|--|
| FAA ORDER 1500.14 | TRAVEL MANUAL |
| FAA ORDER 1600.1 | FAA PERSONNEL SECURITY PROGRAM |
| FAA ORDER 1600.72 | CONTRACTOR AND INDUSTRIAL SECURITY PROGRAM |
| FAA ORDER 1600.73 | CONTRACTOR AND INDUSTRIAL SECURITY PROGRAM OPERATING PROCEDURES |
| FAA ORDER 3000.22 | TRAINING |
| FAA ORDER 3120.4 | AIR TRAFFIC TRAINING |
| FAA ORDER 3120.22 | NATIONAL AIR TRAFFIC TRAINING TRACKING SYSTEM |
| FAA ORDER 3120.25 | AIR TRAFFIC CONTRACT TRAINING ADMINISTRATION DELETE |
| FAA ORDER 7110.65 | AIR TRAFFIC CONTROL |
| FAA ORDER 7210.3 | FACILITY OPERATION/ADMINISTRATION |
| FAA ORDER 7210.56 | AIR TRAFFIC QUALITY ASSURANCE |
| FAA ORDER 7230.16 | PILOT EDUCATION PROGRAM; OPERATION RAINCHECK |

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| FAA-STD-028 | DOT/FAA STANDARD CONTRACTOR DEVELOPED TRAINING MATERIALS | |
| FAA FORM 3120-1 | TRAINING AND PROFICIENCY RECORD | DELETE |
| FAA FORM 3120-25 | OJT INSTRUCTION/EVALUATION REPORT | DELETE |
| DD FORM 254 | CONTRACT SECURITY CLASSIFICATION SPECIFICATION | |
| Appendix 4, FAA Order 3120.4 | EN ROUTE INSTRUCTIONAL PROGRAM GUIDE | |
| Appendix 4, FAA Order 3120.4 | TERMINAL INSTRUCTIONAL PROGRAM GUIDE | |
| Appendix 6, FAA Order 3120.4 | TERMINAL INSTRUCTIONAL PROGRAM GUIDE | |

4.1 REQUIREMENTS

4.2 BACKGROUND

The FAA requires a continuation of training and training support services to achieve and maintain the required number of Certified Professional Controllers (CPC). Training is also required to support the implementation and operational use of certain Capital Investment Plan (CIP) programs, simulation programs, and any prototype systems being evaluated by the FAA. Training in these areas will extend to area managers, area supervisors, and staff specialists as well as CPC and developmental controllers.

4.2 Instructional Services - General

The Contractor shall supply all managerial, supervisory, instructional, and administrative personnel required to perform the work specifically defined in this SOW. The Contractor shall provide classroom training, simulation training, and perform other related requirements primarily for air traffic controllers and trainees (developmentals) at air traffic control facilities nationwide. Facility and satellite facility locations are delineated in SOW Appendix 1. Contractor instructional and supervisory personnel shall assist and augment a cadre of FAA instructors and other personnel, if any, at each facility.

The Contractor shall administer, manage, and perform the efforts described in this SOW. Except as otherwise stated in this SOW, the contract shall be performed using facilities, equipment, and materials provided or arranged for by the Government. Physical facilities may be at selected FAA field sites or other facilities arranged by the Government. All learning activity, course development, course maintenance and revision, instruction and support work required by the FAA will be performed by Contractor personnel, as prescribed in individual Notice of Training Requirements (NTR), issued by the FAA.

Contractor personnel performing instructional services will be members of curriculum teams. They, along with members of the resident FAA staff, should expect to carry out their assignments in a collaborative work environment.

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4.5.5 Reserved

4.5.6 Qualifications Review

Prior to and throughout full performance of this SOW, the Contractor shall present qualification credentials and resumes to the FAA as detailed below. The FAA shall have final approval authority for acceptance of all Contractor-nominated personnel for all labor categories. The FAA final approval authority for acceptance reserves the right to waive qualification requirements in accordance with paragraph 4.5.6.1, Exceptions to Qualifications.

| Contractor Labor Category | FAA Reviewer(s) Qualifications and Resumes | FAA Final Approval Authority for Acceptance |
|---|---|--|
| Contract Director | CO and COTR | CO |
| Contract Administrative Assistant | CO and COTR | CO |
| Contractor Site Supervisor | CO, COTR, and FTLO | CO |
| Administrative Assistant | FTLO | FTLO |
| Instructor | FTLO | FTLO |
| Remote Pilot Operator | FTLO | FTLO |
| Computer Based Instruction Administrator | FTLO | FTLO |

4.5.6.1 Exceptions to Qualifications

Prior to and following contract award, the CO or COTR may consider acceptance of Contractor-nominated personnel who do not meet the labor category minimum qualification criteria, but who have outstanding skills and experience relative to the proposed labor category. Following award, the Contractor must submit a written request for exception to qualifications to the CO and COTR. Each request for exception to qualifications shall be considered on a case-by-case basis. The CO or COTR will provide written acceptance or rejection of the request to the Contractor within fifteen (15) calendar days.

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4.6 Contractor Performance

The Contractor shall be responsible for providing the appropriate number of fully qualified managerial, supervisory, instructor, and administrative support personnel necessary to ensure the satisfactory completion of all requirements contained within this SOW. Required qualification and experience levels for Contractor personnel are delineated in SOW paragraph.

4.6.1 Contractor Task Performance

The Contractor shall provide the necessary qualified personnel to conduct the tasks defined in the SOW paragraph 8.0.

4.6.2 Contractor Personnel Qualifications

The Contractor shall train and maintain qualified personnel to conduct and administer all requirements delineated in this SOW.

4.7 Contractor Personnel Security Program

Contractor personnel shall adhere to all policies and procedures established by the Government which apply to Contractor employees, as prescribed in FAA Order 1600.72, Contractor and Industrial Security Program, FAA Order 1600.73, Contractor and Industrial Security Program Operating Procedures, and FAA Order 1600.1D, FAA Personnel Security Program.

4.8 Contractor Personnel Supervision

The Contractor shall designate sufficient supervisory personnel to satisfactorily meet task outcomes. Contractor Site Supervisors will provide day-to-day supervision of Contractor personnel performing tasks including, but not limited to, work assignments, work monitoring, course management, payroll records, leave, etc. FAA personnel will not supervise Contractor personnel. The FAA will provide technical, program, and policy guidance through the authorized Contracting Officer's Technical Representative, and his/her staff.

4.9 Contractor Performance Evaluations

4.9.1 Annual Performance Evaluation

Each FTLO, within thirty-(30) calendar days of completion of each contract year, will provide an independent annual evaluation of the Contractor's performance during the previous twelve months. The original evaluation shall be forwarded to the Contracting Officer via the ATM of the site, the RPOC, and the authorized Contracting Officer's Technical Representative. One copy of the evaluation shall be retained by the FTLO at each facility. One copy of the evaluation shall be forwarded to the Contract Director via the CSS. This evaluation shall contain as a minimum the following data:

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SECTION C – SCOPE OF WORK

1. A summary of Contractor performance based on semi-annual classroom and laboratory evaluations for the past contract year.
2. A concise statement of the Contractor's overall conformance or nonconformance with the terms of the contract for the past contract year. The statement shall include backup data as appropriate to support a claim of nonconformance.
3. A concise statement of the Contractor's ability to meet the training needs as delineated by Notice of Training Requirements (NTR) during the past contract year.
4. A summary of student evaluations, critiques, and personnel feedback. Where adverse comments are made, and substantiated, the action taken or proposed will be stated.

4.9.1.1 Corrective Action Plan

Where adverse comments or deficiencies have been identified, the Contractor shall, within 10 calendar days, submit to the FTLO a written plan which will address the corrective actions to be taken to resolve all outstanding deficiencies expressed in the performance evaluation. If the Contractor's Corrective Action Plan is considered unacceptable by the FAA, the Contractor will receive a written notification from the FAA within thirty (30) calendar days. If no written response is issued by the FAA within that period, the Corrective Action Plan is considered acceptable.

4.9.2 Periodic Performance Evaluations

The FAA shall conduct periodic evaluations of Contractor performance in classroom and laboratory environments. These evaluations may be conducted without advance notice. At a minimum, semi-annual evaluations will be conducted for each instructor involved in classroom instruction. In addition, instructors who teach laboratory phases of training will receive a minimum of one performance review per year for each type of laboratory phase taught. The evaluations may be conducted without advance notice.

The purpose of the semi-annual classroom evaluation is to evaluate each instructor's teaching quality and effectiveness. Instructors who teach in both classroom and laboratory environments shall receive one of the evaluations in classroom instruction and the other evaluation in laboratory instruction.

The purpose of the performance review is for the laboratory instructor to demonstrate, during an actual laboratory scenario, satisfactory control judgment, phraseology, and proper air traffic control procedures. Reviews will last no more than one hour. For radar associate phases, the review may be performed while the instructor is operating the radar position during a non-graded exercise.

Evaluations will be conducted by the FTLO or an FAA representative designated by the FTLO. The evaluator will utilize Attachment 12, Contract Instructor Review/Laboratory Instruction, and the Attachment 13, Contract Instructor Review/Classroom Instruction, as criteria for evaluating and recording instructor performance during the semi-annual classroom evaluations.

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Performance definitions for completion of the performance reviews contained in Attachment 12, Contract Instructor Review/Laboratory Instruction, and Attachment 13, Contract Instructor Review/Classroom Instruction, are found in Appendix 2 of FAA Order 3120.4.

~~FAA Forms 3120-27 and 3120-28 are found in FAA Order 3120.25, Air Traffic Contract Training Administration.~~ **DELETE**

The FAA will make these periodic evaluations available to the CSS within ten (10) calendar days after FAA review.

4.9.2.1 Corrective Action Plan

The Contractor shall, within ten (10) calendar days of receipt of the periodic performance evaluations, submit to the FTLO a plan outlining the method the Contractor will use to correct any outstanding concerns expressed in the evaluations. If the Contractor's Corrective Action Plan is considered unacceptable by the FAA, the CSS will receive a written notification from the FAA within thirty (30) calendar days. If no written response is issued by the FAA within that period, the Corrective Action Plan is considered acceptable.

4.9.3 FAA Periodic Full Facility Evaluations

In addition, the FAA will periodically conduct full-facility evaluations at FAA facilities. Normally, full facility evaluations are scheduled every two years, with annual follow-up evaluations. All aspects of the facility will be evaluated, including training. The Contractor shall provide any student and instructor information, such as instructor certification forms, to FAA evaluators when requested, unless otherwise prohibited by law.

4.9.4 Contractor Initiated Instructor Performance Evaluations

All Contractor initiated instructor evaluations shall also be made available to the FAA upon request.

4.9.5 Contractor Performance Deficiencies

The FTLO shall notify the Contractor, in writing, of any Contractor employee whose performance does not meet FAA standards. The notification shall state the specific performance deficiency and the desired performance level. A reasonable amount of time, as determined by the FAA, shall be given to the Contractor to correct the deficiency. The Contractor shall, at its own expense, attempt to correct these deficiencies. A determination by the FTLO that the Contractor has been unable to correct the unsatisfactory performance of the contract employee in the time specified may result in the determination by the Contracting Officer, or authorized Contracting Officer's Technical Representative, that the employee is unsuitable for continuation in the job classification and unable to discharge the duties of employment. Performance standards for instructors shall include obtaining and retaining instructor certification whenever required, compliance with all

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security and personnel suitability requirements and full adherence to those performance standards established in Section C.4.9.2, Periodic Performance Evaluations.

4.10 Instructor Training Certification

All classroom instructors, laboratory instructors and RPOs, involved in qualification training shall be certified using the criteria outlined in subsequent paragraphs with certification completed within 60 calendar days of reporting for duty. If qualification training is anticipated to extend beyond 60 days after reporting for duty, a written waiver must be requested from the COTR.

4.10.1 Classroom Instructor Certification Process

Classroom instructor trainees shall be required to observe certified instructors in one full class in order to be eligible for certification, unless a written waiver is granted by the FTLO. Additionally, at least three lesson plans shall be taught by the instructor trainee with a certified instructor observing. The CSS shall notify the FTLO when an instructor trainee is ready for certification. The FTLO or FAA designee shall observe the instructor trainee for at least one hour to formally certify the instructor. Performance shall be documented and the CSS notified of the results. If certified, the instructor may now teach any classroom phase without the presence of another previously certified instructor. If the FTLO or FAA designee finds the instructor trainee to be deficient and unable to be certified, the Contracting Officer or the authorized Contracting Officer's Technical Representative will issue a determination that the unsuccessful instructor trainee is unsuitable for continuation in the trainee's present job classification and shall be precluded from working in that job classification under this contract.

4.10.2 Laboratory Instructor Certification Process

Laboratory instructor trainees shall complete a sector rating test for each sector the instructor trainee will ultimately teach. Each test will be graded by the FTLO or FAA designee and must be passed with a score of at least 70%. The intent is to test the instructor trainee on information pertinent to sectors they will teach. Upon completion of the sector rating tests, the instructor trainee must complete a minimum of five familiarization simulation problems on each control sector they will teach. The total number of problems shall not exceed 20 per sector. The last simulation problem shall be no greater than 80% complexity and shall be evaluated by the FTLO or FAA designee. Additionally, the instructor trainee shall observe a certified instructor in the laboratory for one full class, unless a written waiver is granted by the FTLO. During this class the instructor trainee will administer at least five of the non-graded simulation problems with a certified instructor observing. The CSS shall notify the FTLO when the instructor trainee is ready for certification. The FTLO or FAA designee shall observe the instructor trainee for a minimum of one hour to formally certify the instructor. If certified, the instructor may now teach in the laboratory without the presence of another previously certified instructor. If the FTLO or FAA designee finds the instructor trainee to be deficient and unable to be certified, the Contracting Officer or authorized Contracting Officer's Technical Representative will issue a determination that the unsuccessful instructor trainee is unsuitable for continuation in the trainee's present job classification and shall be precluded from working in that job classification under this contract.

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4.15.4 Evaluations By Students

Utilizing Attachment 04, Student Critique of Air Traffic Instructional Services Contract Instruction, the Contractor shall obtain input from participants in each training program. The responses from the participants shall be solicited by Contractor personnel, submitted directly to the FTLO for review, and then forwarded to the Contractor for further evaluation and/or corrective action as deemed appropriate by the FTLO. Critiques will be used in evaluating the quality of instruction provided, identifying problem areas, and assisting in measuring the relationship between the completed course instruction and subsequent training and/or actual job performance.

4.16 Scheduling Of Government Provided Training For Contractor Employees

The Contractor shall notify the authorized Contracting Officer's Technical Representative on an annual basis of those Contractor personnel in need of any Government provided training courses to ensure Contractor compliance with this SOW. Contractor training requirements shall include the anticipated number of persons requiring each particular course during the upcoming fiscal year and shall be provided to the authorized Contracting Officer's Technical Representative by April 1 for each fiscal year cycle beginning October 1. Requirements shall be updated quarterly, as necessary. The Contractor shall also indicate any adverse impact on contract performance arising from the unavailability of requested Government training courses.

4.16.1 Training Quotas For Contractor Staff

The Contractor shall request Government training in accordance with SOW paragraph 4.16, and the Government shall ensure sufficient quotas in FAA Academy-conducted training courses required by this SOW are available to meet the requirements of Contractor personnel whose requests have been properly submitted. Training requirements for Contractor staff in excess of those submitted under SOW paragraph 4.16 shall be accommodated based on class availability.

4.16.2 Recertification Required Due To Extended Absence

The Contractor shall not bill as a direct charge to the contract any costs incurred for recertification of instructors due to extended absence through no fault of the Government, unless approved in advance by the Contracting Officer or authorized Contracting Officer's Technical Representative. The FTLO will determine what constitutes extended absence and if recertification of instructors is necessary on a case by case basis.

4.17 Program Revisions

4.17.1 Training Programs

During performance of the contract, the Contractor shall revise training programs as necessary to

APPENDIX 1
LIST AIR TRAFFIC FACILITIES AND SATELLITE FACILITIES

Facility (F) or Satellite (S): **F**
Location Identifier: **C90**
Chicago TRACON
1100 Bowes Road
Elgin, IL 60123

Facility (F) or Satellite (S): **F**
Location Identifier: **DFW**
Dallas/FortWorth TRACON
P.O. Box 610368
Dallas Airport, TX 75261

Facility (F) or Satellite (S): **S**
Location Identifier: **DFW-ABI**
Abilene ATCT
2909 West Access Drive
Abilene, TC 79602

Facility (F) or Satellite (S): **S**
Location Identifier: **DFW-ACT**
Waco ATCT
Regional Airport, Terminal Building
2909 Airport Road
Waco, TX 76708

Facility (F) or Satellite (S): **S**
Location Identifier: **DFW-DAL**
Dallas Love ATCT
Love Field
8100 Aviation Place
Dallas, TX 75235

Facility (F) or Satellite (S): **F**
Location Identifier: **N90**
New York TRACON
1515 Stewart Avenue
Westbury, NY 11590

Facility (F) or Satellite (S): **F**
Location Identifier: **NCT**
Northern California TRACON
11375 Douglas Road
Mather, CA 95655

Facility (F) or Satellite (S): **F**
Location Identifier: **O90**
Bay TRACON
1029 Grumman Street
Oakland, CA 94621

Facility (F) or Satellite (S): **F**
Location Identifier: **ZAB**
Albuquerque ARTCC
8000 Louisiana Blvd., N.E.
Albuquerque, NM 87109

Facility (F) or Satellite (S): **S**
Location Identifier: **ZAB-ABQ**
Albuquerque ATCT
2800 Kirtland Avenue
Albuquerque, NM 87117

Facility (F) or Satellite (S): **F**
Location Identifier: **SCT**
Southern California TRACON
9175 Kearney Villa Rd.
San Diego, CA. 92145

Facility (F) or Satellite (S): **F**
Location Identifier: **ZAU**
Chicago ARTCC
619 Indian Trail Road
Aurora, IL 60506

Facility (F) or Satellite (S): **F**
Location Identifier: **ZBW**
Boston ARTCC
35 Northeastern Blvd.
Nashua, NH 03060

Facility (F) or Satellite (S): **F**
Location Identifier: **ZAN**
Anchorage ARTCC
5400 Davis Highway
Anchorage, AK 99506

Facility (F) or Satellite (S): **F**
Location Identifier: **ZDV**
Denver ARTCC
2211 17th Avenue
Longmont, CO 80501

Facility (F) or Satellite (S): **S**
Location Identifier: **ZDV-D01**
Denver TRACON
26705 East 68th Avenue
Room 119
Denver, CO 80249

Facility (F) or Satellite (S): **F**
Location Identifier: **ZDC**
Washington ARTCC
825 East Market Street
Leesburg, VA 22075

Facility (F) or Satellite (S): **F**
Location Identifier: **HCF**
Honolulu Control Facility
760 Worchester Avenue
Honolulu, HI 96818

Facility (F) or Satellite (S): **S**
Location Identifier: **HCF-HNL**
Honolulu ATCT
760 Worchester Avenue
Honolulu, HI 96818-5125

Facility (F) or Satellite (S): **F**
Location Identifier: **ZFW**
Fort Worth ARTCC
13800 FAA Road
Fort Worth, TX 76155

Facility (F) or Satellite (S): **S**
Location Identifier: **I90-DWH**
Houston ATCT
David Wayne Hooks Airport
9125 Boudreaux Road
Houston, TX 77375

APPENDIX 1
LIST AIR TRAFFIC FACILITIES AND SATELLITE FACILITIES

Facility (F) or Satellite (S): **S**
Location Identifier: **I90-HOB**
Houston ATCT
William P. Hobby Airport
8902 Paul B. Koonce Drive
Houston, TX 77061

Facility (F) or Satellite (S): **F**
Location Identifier: **ZHU**
Houston ARTCC
Intercontinental Airport
16600 J.F. Kennedy Blvd.
Houston, TX 77032

Facility (F) or Satellite (S): **S**
Location Identifier: **I90-IAH**
Houston ATCT
2700 West Terminal Road
Suite 200
Houston, TX 77032

Facility (F) or Satellite (S): **F**
Location Identifier: **ZID**
Indianapolis ARTCC
1850 South Sigsbee
Indianapolis, IN 46241

Facility (F) or Satellite (S): **F**
Location Identifier: **I90**
Houston TRACON
Intercontinental Airport
2700 West Terminal road
Houston, TX 77032

Facility (F) or Satellite (S): **S**
Location Identifier: **ZJX-JAX**
Jacksonville ATCT
Jacksonville Int'l. Airport
14400 Whirlwind Avenue
Jacksonville, FL 32229

Facility (F) or Satellite (S): **F**
Location Identifier: **ZKC**
Kansas City ARTCC
250 South Rogers Road
Olathe, KS 66062

Facility (F) or Satellite (S): **F**
Location Identifier: **ZJX**
Jacksonville ARTCC
811 E. Second Street
Hilliard, FL 32046

Facility (F) or Satellite (S): **F**
Location Identifier: **ZLC**
Salt Lake City ARTCC
2150 West 700 North
Salt Lake City, UT 84116

Facility (F) or Satellite (S): **S**
Location Identifier: **ZLC-SLC**
Salt Lake City ATCT
Salt Lake City Int'l. Airport
P.O. Box 22085
AMF Salt Lake City, UT 84122

Facility (F) or Satellite (S): **F**
Location Identifier: **ZLA**
Los Angeles ARTCC
2555 East Avenue "P"
Palmdale, CA 93550

Facility (F) or Satellite (S): **F**
Location Identifier: **ZME**
Memphis ARTCC
3229 Democrat Road
Memphis, TN 38118

Facility (F) or Satellite (S): **S**
Location Identifier: **ZME-MEM**
Memphis ATCT
Memphis Int'l. Airport
New ATCT Building
2515 Winchester Road
Memphis, TN 38116

Facility (F) or Satellite (S): **F**
Location Identifier: **ZMA**
Miami ARTCC
7500 N.W. 58th Street
Miami, FL 33166

Facility (F) or Satellite (S): **F**
Location Identifier: **ZNY**
New York ARTCC
MacArthur Airport
Ronkonkoma, NY 11779

Facility (F) or Satellite (S): **F**
Location Identifier: **ZOA**
Oakland ARTCC
5125 Central Avenue
Fremont, CA 94536

Facility (F) or Satellite (S): **F**
Location Identifier: **ZMP**
Minneapolis ARTCC
512 Division Street
Farmington, MN 55024

Facility (F) or Satellite (S): **F**
Location Identifier: **ZSE**
Seattle ARTCC
3101 Auburn Way South
Auburn, WA 98002

Facility (F) or Satellite (S): **S**
Location Identifier: **ZSE-PDX**
Portland ATCT
1800 N.E. 25th Avenue
Hillsboro, OR 97124

Facility (F) or Satellite (S): **F**
Location Identifier: **ZOB**
Cleveland ARTCC
326 East Lorain Street
Oberlin, OH 44074

Facility (F) or Satellite (S): **F**
Location Identifier: **ZSU**
San Juan CERAP
DOT/FAA
5000 Carr. 190
Carolina, PR 00979

APPENDIX 1
LIST AIR TRAFFIC FACILITIES AND SATELLITE FACILITIES

Facility (F) or Satellite (S): **F**

Location Identifier: **ZTL**

Atlanta ARTCC

299 Woolsey Road

Hampton, GA 30228

Facility (F) or Satellite (S): **S**

Location Identifier: **ZSE-SEA**

Seattle/Tacoma ATCT

Administration Building, Room 417

Sea-Tac Int'l. Airport

Seattle, WA 98158

Facility (F) or Satellite (S): **S**

Location Identifier: **ZDV-DIA**

Denver ATCT

Denver International Airport

R19-2/19-3

Denver, CO 80249-6361

Facility (F) or Satellite (S): **S**

Location Identifier: **ZJX-SAV**

Savannah ATCT/TRACON

Savannah International Airport

300 Aggett Drive

Savannah, Georgia 31408

Facility (F) or Satellite (S): **S**

Location Identifier: **ZTL-A80**

Atlanta TRACON

784 South Highway 74

Peachtree City, GA 30269

Facility (F) or Satellite (S): **F**

Location Identifier: **PCT**

Potomac TRACON

3699 Macintosh Drive

Warrenton, VA 20187

Facility (F) or Satellite (S): **S**

Location Identifier: **ZLA-LAX**

Los Angeles ATCT

Los Angeles Int'l. Airport

245 World Way North

Los Angeles, CA 90045

Facility (F) or Satellite (S): **S**

Location Identifier: **ZSU-SJU**

San Juan ATCT

LMM Int'l Airport

14th Floor

Puerto Rico, Carolina, 00979

PART I – THE SCHEDULE
SECTION G – CONTRACT ADMINISTRATION DATA

G.1 PAYMENT

The FAA Headquarters “Designated Billing Office” and “Designated Payment Office” is the Accounts Payable Branch, AMZ-110, as listed below.

Federal Aviation Administration
Financial Management Services Division (AMZ-110)
6500 South MacArthur Boulevard
PO Box 25710
Oklahoma City, OK 73125

G.2 PROCEDURES FOR THE SUBMISSION OF INVOICES

The Contractor shall submit invoices no more frequently than monthly, on a properly executed Standard Form 1034, together with the Contractor's regular invoice prepared in accordance with requirements set forth elsewhere in SECTION G. **The distribution of all invoices shall be concurrent.**

The contractor shall place the following statement on each invoice, signed by an authorized company representative:

"This is to certify that the services set forth herein were performed during the period stated, and that incurred costs billed were actually expended."

Signature of Contractor's Authorized Representative

Date of Invoice"

The contractor shall deliver invoices in accordance with the following distribution:

Contracting Officer: One Copy (including substantiating documentation for reimbursable expenses)
Federal Aviation Administration
Attention: Chris Parrish, Contracting Officer, AMQ-340
AMT Contract Management Team
6500 South MacArthur Boulevard, MPB Bldg, Room 369
PO Box 25082
Oklahoma City, OK 73125

The Designated Billing Office: Original invoice (without substantiating documentation)
Federal Aviation Administration
Financial Services Division (AMZ-110)
6500 South MacArthur Boulevard
PO Box 25710
Oklahoma City, OK 73125

PART I – THE SCHEDULE
SECTION G – CONTRACT ADMINISTRATION DATA

Contracting Officer's Technical Representative: One copy (including substantiating documentation for reimbursable expenses)

Federal Aviation Administration
Attention: Sherri Cottle, COTR, ATX-100
P.O. Box 25082
Oklahoma City, OK 73125

The Contracting Officer will authorize payments in amounts determined to be allowable.

G.3 INVOICE INSTRUCTIONS

Under the one consolidated invoice, the Contractor shall have one invoice number with a breakout showing the CLIN and CLIN amount billed.

The Contractor shall maintain daily work records, showing all performed time in hours or fractions (to the nearest quarter hour spent in completing the Contractor's efforts) for which the bill is rendered.

In the event of questioned costs, the CO may withhold any amount in question due on any invoice until such time as the CO determines the validity of such costs.

At any time before final payment under this contract, the Contracting Officer may request audit of the invoices or vouchers and substantiating material, with upward or downward adjustments in payments, as appropriate.

A final invoice with substantiating documentation shall be submitted by the Contractor as promptly as practicable following completion of the work under this contract, but in no event later than 1 year (or such longer period as the Contracting Officer may approve in writing) from the date of completion.

G.4 METHOD OF PAYMENT

Payments under this contract will be made by check or wire transfer through the Treasury Financial Communication System at the option of the Government. Payments will be made monthly, in arrears, in accordance with AMS 3.3.1-7, "Prompt Payment".

The Contractor shall forward the following information in writing to the Federal Aviation Administration, Accounts Payable Branch, AFM-220, 800 Independence Avenue, SW, Washington, DC 20591 no later than seven (7) days after receipt of notice of award:

1. Full name, title, phone number and complete mailing address of responsible official(s) to whom the check payments are to be sent and who may be contacted concerning the back account information requested below.

PART I – THE SCHEDULE
SECTION G – CONTRACT ADMINISTRATION DATA

Contractor does not agree that the technical direction is as defined herein, the Contractor shall promptly notify the Contracting Officer, orally followed by a written response.

Within ten (10) calendar days after date of contract award, the Contractor shall submit to the Contracting Officer a list of company individuals who are authorized to endorse the written technical direction issued by the officials designated in writing by the Contracting Officer.

In addition, the Contractor shall be responsible for advising its employees concerning the requirements of this Section, and shall be fully liable for any costs or rework required because it failed to comply with this Section.

G.13 INTERPRETATION OR MODIFICATION

No verbal statement by any person and no written statement by anyone other than the Contracting Officer or his/her authorized representative acting within the scope of his/her authority, shall be interpreted as modifying or otherwise affecting the terms of the contract. All requests for interpreting or modification shall be made in writing to the Contracting Officer.

G.14 CORRESPONDENCE PROCEDURES

To promote timely and effective contract administration, correspondence (except for invoices and deliverable items) submitted under this contract shall be subject to the following procedures:

Technical correspondence of a routine nature shall be addressed to the designated COTR.

Other correspondence, which proposed or otherwise involves waivers, deviations or modification to the contract requirements, terms or conditions, shall be addressed to the Contracting Officer, AMQ-340, with a concurrent copy to the COTR.

All correspondence shall contain a reference line commencing with the contract number, and a subject line.

PART I – THE SCHEDULE
SECTION H – SPECIAL CONTRACT REQUIREMENTS

H.6 OPTION TO EXTEND SERVICES

The Government may require continued performance of any services within the limits and at the rates specified in the contract. The option to extend services may be exercised more than once in a contract performance period, but the total extension of performance period hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within the period specified in the Schedule.

H.7 OPTION TO EXTEND THE TERM OF THE CONTRACT – AMS 3.2.4-35
(April 1996)

(a) The Government may extend the term of this contract by written notice to the Contractor **prior to the expiration of the current contract period**; provided that the Government shall give the Contractor a preliminary written notice of its intent to extend at least **15** days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option provision.

The total duration of this contract, including the exercise of any options under this clause, shall not exceed **56 months**, subject to Clause H.6 above.

H.8 CONTRACT CHANGEOVER

The Contractor is hereby notified that as prescribed in the Continuity of Services Clause – AMS 3.8.2-11 applies and is hereby incorporated. At the end of the period of performance for this contract and in the event a follow-on contract is awarded to other than the incumbent or the Government becomes the successor, the incumbent contractor shall cooperate to the extent required to permit an orderly changeover to the successor. With regard to access to incumbent contractor employees, potential Contractors may place recruitment notices in authorized locations in facilities addressed in this contract.

Phase-out – Within sixty (60) calendar days notice given by the FAA, any and all services provided under this SOW, at any or all facilities, may revert to an in-house Government operation. A transition plan prepared by the Government will be coordinated with the Contractor and the Contractor shall be required to continue all necessary services, as determined by the FAA, during the phase-out transition period. The Contractor shall, at all times, be prepared to commence transition evolutions immediately upon receipt of the sixty calendar day notice. In addition, at the conclusion of any performance period, including extensions and option periods, services provided under this contract may be awarded to another Contractor as a result of a re-competition.

PART I – THE SCHEDULE
SECTION H – SPECIAL CONTRACT REQUIREMENTS

H.17 OTHER DIRECT COSTS

The Other Direct Costs chargeable under Section B shall be paid excluding profit, with the exception of Subcontractor and Consulting Services.

H.18 NEW WORK

The Government reserves the right to include additional sites, on a sole source basis, under the contract.

H.19 EMPLOYEE PERFORMANCE DEFICIENCIES

The FTLO shall notify the Contractor, in writing, of any contract employee whose performance does not meet FAA standards. The notification shall state the specific performance deficiency and the desired performance level. A reasonable amount of time, as determined by the FAA, shall be given to the Contractor to correct the deficiency. The Contractor shall, at its own expense, attempt to correct these deficiencies. A determination by the FTLO that the Contractor has been unable to correct the unsatisfactory performance of the contract employee in the time specified may result in the determination by the Contracting Officer that the employee is unsuitable for continuation in the job classification and unable to discharge the duties of employment. Performance standards for instructors shall include obtaining and retaining instructor certification whenever required, compliance with all security and personnel suitability requirements and full adherence to those performance standards documented by evaluation forms, Section J, Attachments 12 and 13.

H.20 QUALIFICATIONS OF EMPLOYEES – AMS 3.13-7 (July 2000)

The Contracting Officer will provide notice to the Contractor when any contractor employee is found to be unsuitable or otherwise objectionable, or whose conduct appears contrary to the public interest, or inconsistent with the best interest of national security. The Contractor shall take appropriate action, including the removal of such employees from working on any FAA contract, at their own expense. The Contractor agrees to insert terms that conform substantially to the language of this clause in all subcontracts under this contract.

PART I – THE SCHEDULE
SECTION H – SPECIAL CONTRACT REQUIREMENTS

H.21 KEY PERSONNEL AND FACILITIES – AMS 3.8.2-17 (July 1996)

(a) The personnel and/or facilities as specified below are considered essential to the work being performed hereunder and may, with the consent of the contracting parties, be changed from time to time during the course of the contract.

(b) Prior to removing, replacing, or diverting any of the specified personnel and/or facilities, the Contractor shall notify in writing, and receive consent from, the Contracting Officer reasonably in advance of the action and shall submit justification (including proposed substitutions) in sufficient detail to permit evaluation of the impact on this contract.

(c) No diversion shall be made by the Contractor without the written consent of the Contracting Officer.

(d) The key personnel and/or facilities under this contract are:

| | | |
|---------------------------------|-------------------------------|--|
| CSS – Bob Ulmer, ZAB | CSS – Thomas Cetlinski, ZAN | |
| CSS – Robert Sturdevant, ZTL | CSS – Jim Stokes, ZBW | |
| CSS – William Delaney, ZAU | CSS – Jim Harrison, C90 | |
| CSS – James Ervin, ZOB | CSS – Don Long, ZDV | |
| CSS – Bob Hubbert, DFW | CSS – Jim Kelsoe, ZFW | |
| CSS – Bob Talley, ZFW (shared) | CSS – Roland Kersting, HCF | |
| CSS – Max Taggart, ZHU | CSS – Joe Hayes, ZID | |
| CSS – John Knisley, ZJX | CSS – Mike Brown, ZKC | |
| CSS – Jake Garland, ZLA | CSS – John Alexander, ZME | |
| CSS – Russell Mears, ZMA | CSS – Clyde Hansen, ZMP | |
| CSS – Louis DeLuca, ZNY | CSS – Dick Smith, N90 | |
| CSS – Glenn Coon, ZOA | CSS – Doug McCready, O90/NCT | |
| CSS – Marvel “Keith” Kruse, ZSU | CSS – Bill Higgs, ZLC | |
| CSS – Roger Rowe, ZSE | CSS – Tony Rivas, SCT | |
| CSS – Matt Dean, ZDC | CSS – William Delaney, ZAU | |
| CSS – Donald Endsley, I90 | CSS – Terry Rhodes, PCT | |
| CD – George Harvey | CAA – Ronda Jolls | |
| Alternate CD – Charles Sears | Alternate CAA – De Ann Stoner | |
| _____ | _____ | |
| _____ | _____ | |
| _____ | _____ | |
| _____ | _____ | |

[List key personnel and/or facilities]

PART I – THE SCHEDULE
SECTION H – SPECIAL CONTRACT REQUIREMENTS

- (2) Classified information - means official information or material that requires protection in the interest of national security and is classified for such purpose by appropriate classification authority in accordance with the provisions of Executive Order 12958, Classified National Security Information, in accordance with the provisions of Executive Order 12968, Access to Classified.
- (3) Contractor employee as used for personnel security - any person employed as or by a contractor, subcontractor or consultant in support of the FAA.
- (4) FAA Facility as it applies to personnel security - any manned or unmanned building, structure, warehouse, appendage, storage area, utilities, and components, which, when related by function and location form an operating entity owned, operated, or controlled by the FAA.
- (5) Operating Office - a FAA line of business, an office or service in FAA headquarters, or a FAA division level organization in a region or center.
- (6) Resources - FAA resources includes a physical plant, information databases including hardware and software, as well as manual records pertaining to agency mission or personnel.
- (7) Sensitive Information - any information which if subject to unauthorized access, modification, loss, or misuse could adversely affect the national interest, the conduct of Federal programs, or the privacy to which individuals are entitled under Section 552a of Title 5, United States Code (the Privacy Act), but which has not been specifically authorized under criteria established by an Executive Order or an Act of Congress to be kept secret in the interest of national defense or foreign policy. Sensitive data also includes proprietary data.
- (8) Servicing Security Element - the FAA headquarters, region, or center organizational element which is responsible for providing security services to a particular activity.
- (b) This clause applies to the extent that this contract requires contractor employees, subcontractors, or consultants to have access to: (1) FAA facilities, (2) sensitive information, and/or (3) resources regardless of the location where such access occurs, and none of the requirements and exceptions listed in FAA Order 1600.72, Chapter 4, paragraph 403g, 403i-1 and/or 409, pertain.
- (c) Consistent with FAA Order 1600.72, the FAA Servicing Security Element (SSE) has approved designated risk levels for the following positions under the contract:

PART I – THE SCHEDULE
SECTION H – SPECIAL CONTRACT REQUIREMENTS

Position Risk Level

Contract Director – Moderate Risk
Contract Administrative Assistant – Moderate Risk
Contract Site Supervisor – Moderate Risk
Administrative Assistant – Moderate Risk
Instructor – Moderate Risk
Remote Pilot Operator – Moderate Risk
Computer Based Instruction Administrator – Moderate Risk

(d) Not later than 30 days, not to exceed a maximum of 30 days, after contract award (or date of modification, if this provision is included by modification to an existing contract), for each employee in a listed position, provided, no previous background investigations can be supported as described below, the contractor shall submit the following documentation to the SSE for an employment suitability determination.

- Standard Form (SF) 85P, Questionnaire for Public Trust Positions, revised September 1995. The SF 85P shall be completed (all questions answered) in accordance with the instruction sheet.

- One single sheet fingerprint chart (FD-258). Fingerprinting facilities are available through the SSE, local FAA facility, and local police department. All fingerprint charts shall be written in ink or typewritten with all answerable question blocks completed, and shall be signed and dated within the 60 day period preceding the submission.

The type of investigation conducted will be determined by the position risk level designation for all duties, functions, and/or tasks performed and shall serve as the basis for granting a favorable employment suitability authorization as described in FAA Order 1600.72. If an employee has had a previous background investigation completed by a federal Government entity, which meets the requirements of Chapter 4 of FAA Order 1600.72, it will be accepted by the FAA, however, the FAA reserves the right to conduct further investigations, if necessary. For each employee for which a previous background investigation was completed the Contractor shall provide, in writing to the SSE, the name, date of birth, place of birth, and social security number of the employee, the name of the investigating entity and approximate date the previous background investigation was completed.

The Contractor shall submit the information required, as follows:

(1) The Contractor may authorize its employees to hand-deliver his/her security information to their nearest FAA Regional Security Office. The FAA regional security offices will review, accept and process the information on behalf of the FAA MMAC Security Office. The FAA will not reimburse the Contractor for expenses associated with Contractor employees hand-delivering their security information to their regional security office.

(2) The Contractor shall mail all security forms to the FAA MMAC Security Office for those contractor employees that are unable to hand-deliver their information to their regional security office. The Contractor shall not, under any circumstances, mail any security information to the regional security offices for processing. The Contractor shall mail the required information to:

PART I – THE SCHEDULE
SECTION H – SPECIAL CONTRACT REQUIREMENTS

Federal Aviation Administration, Mike Monroney Aeronautical Center
Mgr., Investigations and Internal Security Branch, AMC-700
6500 South MacArthur Boulevard
Oklahoma City, OK 73125

(3) The Contractor may request from MMAC Security Office a list of all employees that have been processed and are listed as working under this contract. The Contractor shall ensure that all employees working under this contract, that do not appear on the list provided by the MMAC Security Office, submit the appropriate security information promptly within thirty (30) days of receipt of the aforementioned list.

The transmittal letter shall also include a list of the names of employees and their positions for which completed forms were submitted to the SSE pursuant to this Clause. A copy of the transmittal letter shall also be provided to the Contracting Officer.

(e) The contractor shall submit the information required by Section (d) of this Clause for any new employee not listed in the Contractor's initial thirty (30) day submission who is hired into any position identified in Section (c) of this Clause.

(f) No contractor employee shall work in a high, moderate, or low risk position unless the SSE has received all forms necessary to conduct any required investigation and has granted its approval of the forms. However, if this provision is added by modification to an existing contract, contractor employees performing in the positions listed above may continue work on the contract pending:

(1) the submittal of all necessary forms within 30 days, but not to exceed a maximum of 30 days, and

(2) completion of a suitability investigation by the SSE, subject to the following conditions:
NONE

If the necessary forms are not submitted by the Contractor to the SSE within 30 days of the effective date of the modification, the Contractor employee shall be denied access to FAA facilities, sensitive information and/or resources until such time as the forms are submitted.

(g) As applicable, the Contractor shall submit monthly reports providing the following information to the Contracting Officer with a copy to the SSE and the Operating Office on or before the fifth day following each report period: A complete listing by full name in alphabetical order with the social security number, of all contractor personnel who had access to an FAA facility, sensitive information and/or resources anytime during the report period (date of birth and social security number shall be omitted from CO and Operating Office copies of report(s)).

(h) The Contractor shall notify the CO within one (1) day after any employee identified pursuant to Section (C) of this Clause is terminated from performance on the contract.

PART I – THE SCHEDULE
SECTION H – SPECIAL CONTRACT REQUIREMENTS

(i) The Contracting Officer may also, after coordination with the SSE and other security specialists, require contractor employees to submit any other security information (including additional fingerprinting) deemed reasonably necessary to protect the interests of the FAA. In this event, the Contractor shall provide, or cause each of its employees to provide such security information to the SSE, and the same transmittal letter requirements of Section (d) of this Clause shall apply.

(j) Failure to submit information required by this clause within the time required may be determined by the Contracting Officer a material breach of the contract.

(k) If subsequent to the effective date of this contract, the security classification or security requirements under this contract are changed by the Government and if the changes cause an increase or decrease in security costs or otherwise affect any other term or condition of this contract, the contract shall be subject to an equitable adjustment as if the changes were directed under the Changes clause of this contract.

(l) The contractor agrees to insert terms that conform substantially to the language of this clause, including this paragraph (l) but excluding any reference to the Changes clause of this contract, in all subcontracts under this contract that involve access and where the Chapter 4, Paragraph 403g, 403I-1, and 409 of FAA Order 1600.72 do not apply.

(End of clause)

H.26 SECURITY REQUIREMENTS – AMS 3.13-2 (April 1996)

(a) This clause applies to the extent that this contract involves access to information classified 'Confidential,' 'Secret,' or 'Top Secret.'

(b) The Contractor shall comply with (1) the Security Agreement (DD Form 441), including the Department Of Defense Industrial Security Manual for Safeguarding Classified Information (DOD 5220.22-M), and (2) any revisions to that manual, notice of which has been furnished to the Contractor.

(c) If, subsequent to the date of this contract, the security classification or security requirements under this contract are changed by the Government and if the changes cause an increase or decrease in security costs or otherwise affect any other term or condition of this contract, the contract shall be subject to an equitable adjustment as if the changes were directed under the "Changes" clause of this contract.

(d) The Contractor agrees to insert terms that conform substantially to the language of this clause, including this paragraph d) but excluding any reference to the "Changes" clause of this contract, in all subcontracts under this contract that involve access to classified information.

PART III – ATTACHMENTS
SECTION J – LIST OF ATTACHMENTS

| | |
|---------------|---|
| Attachment 01 | Initial Transition Plan |
| Attachment 02 | Quality Control Plan |
| Attachment 03 | Subcontracting Plan |
| Attachment 04 | Student Critique of Air Traffic Instructional Services Contract Instruction, dated August 2001 |
| Attachment 05 | Contractor's Proposal dated August 14, 2000 (Incorporated by Reference) |
| Attachment 06 | Mentor-Protégé Agreement effective July 12, 2000 between WCG, Inc. and Quadratek (Incorporated by Reference) |
| Attachment 07 | Transitional Implementation Plan – Savannah ATCT/TRACON (Incorporated by Reference) |
| Attachment 08 | Contract Change Pages – Revision 1 |
| Attachment 09 | Transitional Implementation Plan – Atlanta TRACON (Incorporated by Reference) |
| Attachment 10 | Contract Change Pages – Revision 2 |
| Attachment 11 | Transitional Implementation Plan – Potomac TRACON (Incorporated by Reference) |
| Attachment 12 | Air Traffic Instructional Services (ATIS) Contract Instructor Review/Laboratory Instruction |
| Attachment 13 | Air Traffic Instructional Services (ATIS) Contract Instructor Review/Classroom Instruction |
| Attachment 14 | Transitional Implementation Plan – Los Angeles ATCT (LAX) (Incorporated by Reference) |
| Attachment 15 | Transitional Implementation Plan – San Juan ATCT (SJU) (Incorporated by Reference) |

STUDENT CRITIQUE OF AIR TRAFFIC INSTRUCTIONAL SERVICES CONTRACT INSTRUCTION

| | | | |
|--|--------------------------|--------------------------|--------------------------|
| Student Name (Optional) | Stage/Course | Area: | Date: |
| Instructor Name | | | |
| <div style="display: flex; justify-content: space-around; font-weight: bold; font-size: small;"> Commendable Satisfactory Satisfactory/ Needs Improvement Unsatisfactory * </div> | | | |
| A. Communication / Interpersonal Puts developmentals at ease. Shows interest in developmentals. Demonstrates patience and sincerity. Acts in a professional manner. Displayed an ability to maintain an impartial relationship with students. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| B. Technical Knowledge / Skills Demonstrates knowledge of training directives and requirements. Reflects a high degree of technical proficiency. Satisfactory answers provided for technical questions. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| C. Documentation and Reporting Documents the developmental's performance and progress accurately and completely. Records details to reconstruct events during counseling session. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| D. Instruction and Feedback Uses positive feedback and correction techniques to improve performance. Corrects problems in a timely manner, workload permitting. Uses effective questioning techniques. Avoids unnecessary interference with developmentals. Suggests specific remedies to correct identified performance problems. Uses counseling session to instruct the developmental. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| E. Instructor Responsibilities Gained class attention. Fully attends to developmental's performance. Differentiates between handbook requirements and personally preferred techniques. Ensures that control of the position/classroom is maintained. Instructs developmentals in the application of knowledge and procedures on operating the position being trained.. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| OVERALL RATING | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |

* Unsatisfactory Rating requires comment on back of form

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Comments:

Recommendations for improvement:

Facility Technical Liaison Officer Signature:_____

Date____/____/____

Contractor Site Supervisor Signature:_____

Date____/____/____

| AIR TRAFFIC INSTRUCTIONAL SERVICES (ATIS) CONTRACT INSTRUCTOR REVIEW/LABORATORY INSTRUCTION | | | | | | |
|---|---|---|--|--------------|--------------------------------|----------------|
| Instructor | Operating Position | | | Facility | | |
| Review Date | Review Period | | | | | |
| | From: | | | To: | | |
| Please make any comments on reverse side | | | | | | |
| Performance Category | Performance Indicator | Not Observed | Commendable | Satisfactory | Satisfactory/Needs Improvement | Unsatisfactory |
| A. Communication / Interpersonal | 1. Puts developmentals at ease. | | | | | |
| | 2. Shows an interest in the developmental. | | | | | |
| | 3. Demonstrates patience and sincerity. | | | | | |
| | 4. Acts in a professional manner. | | | | | |
| | 5. Establishes two-way communication. | | | | | |
| | 6. Recognizes and reduces low-level stress. | | | | | |
| | 7. Encourages the developmental. | | | | | |
| B. Training Directives | 8. Demonstrates knowledge of training directives and requirements. | | | | | |
| | 9. Documents the developmentals' performance, progress, and training time accurately and completely. | | | | | |
| C. Documentation & Reporting | 10. Records details to help reconstruct events during counseling session. | | | | | |
| | 11. Documentation is complete, accurate and legible. | | | | | |
| D. Instructor Responsibilities | 12. Ensures that control of the position is maintained. | | | | | |
| | 13. Fully attends to developmental performance. | | | | | |
| | 14. Instructs developmental in the application of knowledge and procedures on operating the position being trained. | | | | | |
| | 15. Allows developmental to perform duties only under direct supervision. | | | | | |
| | 16. Differentiates between handbook requirements and personally preferred techniques. | | | | | |
| E. Instruction & Feedback | 17. Uses positive feedback and correction techniques to improve performance. | | | | | |
| | 18. Corrects performance problems in a timely manner, workload permitting. | | | | | |
| | 19. Uses effective questioning techniques. | | | | | |
| | 20. Avoids unnecessary interference with the developmental. | | | | | |
| | 21. Suggests specific remedies to correct identified performance problems. | | | | | |
| | 22. Uses counseling session to instruct the developmental. | | | | | |
| _____ Evaluator | | Overall Review <input type="checkbox"/> SATISFACTORY <input type="checkbox"/> UNSATISFACTORY* | | | | |
| The review noted above was discussed with me by the Facility Technical Liaison Officer for the ATIS Contract on _____ <div style="text-align: right;">(date)</div> | | | | | | |
| _____ Contractor Site Supervisor (CSS) | | | _____ Facility Technical Liaison Officer (FTLO) | | | |

* Unsatisfactory Rating requires comment on back of form

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Comments:

Recommendations for improvement:

FTLO Signature:_____

Date____/____/____

CSS Signature:_____

Date____/____/____

| AIR TRAFFIC INSTRUCTIONAL SERVICES (ATIS) CONTRACT INSTRUCTOR REVIEW /CLASSROOM INSTRUCTION | | | | | | |
|--|--|---|--|--------------|--------------------------------|----------------|
| Instructor | Operating Position | | | Facility | | |
| Review Date | Review Period | | | | | |
| | From: | | | To: | | |
| Please make any comments on reverse side | | | | | | |
| Performance Category | Performance Indicator | Not Observed | Commendable | Satisfactory | Satisfactory/Needs Improvement | Unsatisfactory |
| 1. Lesson Introduction | a. Instructor gained class attention. | | | | | |
| | b. Presented an overview of the lesson. | | | | | |
| | c. Objectives of the lesson stated. | | | | | |
| 2. Presentation | a. Lesson presented in logical sequence. | | | | | |
| | b. Used timely questions. | | | | | |
| | c. Discussion to insure key points are understood. | | | | | |
| | d. Students provided correct answers | | | | | |
| | e. Criterion tests were used. | | | | | |
| | f. If necessary, objectives re-taught. | | | | | |
| | g. Presented a review of the lesson. | | | | | |
| 3. Student Interaction | a. Class discussion / questions used. | | | | | |
| | b. Participation encouraged by instructor. | | | | | |
| 4. Use of Training Aids / Materials | a. Training aids used (Slides, overheads, etc.) | | | | | |
| | b. Training aids presented in logical sequence. | | | | | |
| | c. Training aids used to emphasize objective. | | | | | |
| 5. Technical Knowledge / Skills | a. Reflected a high degree of technical proficiency. | | | | | |
| | b. Satisfactory answers provided for technical questions. | | | | | |
| 6. Delivery Technique | a. Eye contact with students. | | | | | |
| | b. Used clear, fluent speech. | | | | | |
| | c. Indicated interest in students. | | | | | |
| | d. Physical movements / gestures used. | | | | | |
| | e. Varies voice tone effectively. | | | | | |
| 7. Classroom Management | a. Gained and maintained class attention. | | | | | |
| | b. Convened and dismissed at proper times. | | | | | |
| | c. Controlled minor distractions. | | | | | |
| 8. Instructor Rapport | a. Displayed an ability to maintain an impartial relationship with students. | | | | | |
| _____ Evaluator | | Overall Review <input type="checkbox"/> SATISFACTORY <input type="checkbox"/> UNSATISFACTORY* | | | | |
| The review noted above was discussed with me by the Facility Technical Liaison Officer for the ATIS Contract on _____ (date) | | | | | | |
| _____ Contractor Site Supervisor (CSS) | | | _____ Facility Technical Liaison Officer (FTLO) | | | |

* Unsatisfactory Rating requires comment on back of form

Rev 08/2001

Comments:

Recommendations for improvement:

FTLO Signature:_____

Date____/____/____

CSS Signature:_____

Date____/____/____